

United States District Court

EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

ANGEL NAVARRO, Individually and on Behalf
of All Those Similarly Situated,

Plaintiff(s),

v.

HUFFINES DODGE PLANO, L.P.,

Defendant.

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Case No. 4:17-CV-741-ALM-KPJ

MEMORANDUM ADOPTING REPORT AND RECOMMENDATION OF UNITED STATES MAGISTRATE JUDGE

Came on for consideration the report of the United States Magistrate Judge in this action, this matter having been heretofore referred to the Magistrate Judge pursuant to 28 U.S.C. § 636. On January 22, 2018, the report of the Magistrate Judge (Dkt. #17) was entered containing proposed findings of fact and recommendations that the parties' Joint Motion to Dismiss and Approve Settlement (the "Motion") (Dkt. #15) should be **GRANTED**; the Settlement Agreement attached thereto (Dkt. #15-1) should be **APPROVED**; and this case should be dismissed in its entirety with prejudice.

Having received the report of the United States Magistrate Judge, and no objections thereto having been timely filed, the Court is of the opinion that the findings and conclusions of the Magistrate Judge are correct and adopts the Magistrate Judge's report as the findings and conclusions of the Court.

Plaintiffs filed this asserted collective action on October 16, 2017, alleging that Defendant failed to pay Plaintiffs overtime hours for work in excess of forty (40) hours per week, or at the minimum wage, in violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*

The Motion represents that Plaintiffs and Defendant have agreed to fully and finally settle this matter based on the terms and conditions set forth in the Settlement Agreement. *See* Dkts. #15; #15-1.

After review of a settlement between parties in FLSA collective actions, a court may approve settlement and enter a stipulated judgment. *Lynn's Food Stores, Inc. v. U.S. By and Through U.S. Dept. of Labor, Employment Standards Admin., Wage and Hour Div.*, 679 F.2d 1350 (11th Cir. 1982); *see also Bodle V. TXL Mortg. Corp.*, 788 F.3d 159 (5th Cir. 2015). Having reviewed the Settlement Agreement, the Court is satisfied that the Settlement Agreement represents a reasonable compromise of the disputed claims in this action. Accordingly, the Motion (Dkt. 15) is **GRANTED**, and the Settlement Agreement (Dkt. 15-1) is **APPROVED**.

Accordingly, it is hereby **ORDERED, ADJUDGED, AND DECREED** that this entire action, and all of the claims asserted, or that could have been asserted therein, are hereby **DISMISSED WITH PREJUDICE**. Each party shall bear its own costs.

All relief not previously granted is hereby **DENIED**, and the Clerk is directed to **CLOSE** this civil action.

IT IS SO ORDERED.

SIGNED this 13th day of February, 2018.


AMOS L. MAZZANT
UNITED STATES DISTRICT JUDGE